



U.S. CONSUMER PRODUCT SAFETY COMMISSION  
BETHESDA, MD 20814

September 29, 2017

ICF Incorporated LLC  
9300 Lee Hwy  
Fairfax, VA 22031

Subject: Notice of Award

Dear Paula R. Cook

This letter is to notify you that you have been awarded contract number CPSC-F-17-0095 as a result of your submission in response to solicitation CPSC-Q-17-0079 for The Consumer Product Safety Commission. The award is as follows:

AnchorIt! Campaign

Attached is a copy of your award document. If you have any other questions concerning your obligations under this contract, please contact Sheryl Johnson at (301) 504-7245 or the undersigned at (301) 504-7837.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carol C. Johnson", is written over the typed name.

Contracting Officer

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</small>				1. REQUISITION NUMBER <b>REQ-2200-17-0010</b>		PAGE OF <b>1 15</b>				
2. CONTRACT NO. <b>GS-00F-010CA</b>			3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER <b>CPSC-F-17-0095</b>		5. SOLICITATION NUMBER			
7. FOR SOLICITATION INFORMATION CALL:			a. NAME <b>Sheryl Johnson</b>			b. TELEPHONE NUMBER (No collect calls) <b>301-504-7245</b>		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY <b>CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814</b>				CODE <b>FMPS</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> WOMEN-OWNED SMALL BUSINESS  <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  <input type="checkbox"/> EDWOSB  <input type="checkbox"/> 8(A) </div> <div> NAICS: <b>541618</b>   SIZE STANDARD: <b>\$6.0</b> </div> </div>				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS <b>Net 30</b>			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13a.		13b. RATING		
15. DELIVER TO <b>CONSUMER PRODUCT SAFETY COMMISSION OFFICE OF COMMUNICATION RM 717 4330 EAST WEST HIGHWAY BETHESDA MD 20814</b>			CODE <b>OCM</b>			16. ADMINISTERED BY <b>CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814</b>				
17a. CONTRACTOR/OFFEROR <b>ICF INCORPORATED LLC 9300 LEE HWY FAIRFAX VA 22031</b>			CODE <b>072648579</b>			18a. PAYMENT WILL BE MADE BY <b>CPSC Accounts Payable Branch AMZ 160 P. O. Box 25710 Oklahoma City OK 73125</b>				
TELEPHONE NO.			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		
		DUNS Number: 072648579 COR: Kim Dulic TEL: 301-504-7058 Email: kdulic@cpsc.gov  The Contractor shall promote tip-over prevention and the Anchor It! safety campaign according to the attached Performance Work Statement, GSA contract GS-00F-010CA, and quote dated August 28, 2017. The period of performance shall commence on the date of award and continue for one (1) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>								
25. ACCOUNTING AND APPROPRIATION DATA <b>0100A17DSE-2017-4457700000-CM00001600-252H0</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>\$375,718.00</b>				
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.										
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.										
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						29. AWARD OF CONTRACT: <input type="checkbox"/> OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____				
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (Type or print) <b>Cassandra C. Sterba</b>			31c. DATE SIGNED <b>9-29-2017</b>	

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	<p>year.</p> <p>Promote tip-over prevention and the Anchor It! safety campaign.</p> <p>The total amount of award: \$375,718.00. The obligation for this award is shown in box 26.</p>	1	YR	375,718.00	375,718.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

## **PERFORMANCE WORK STATEMENT (PWS)**

### **1. INTRODUCTION**

The U.S. Consumer Product Safety Commission (CPSC) is an independent federal regulatory agency created by Congress in 1972 charged with protecting the public against unreasonable risks of serious injury and death from thousands of types of consumer products under the Commission's jurisdiction. The CPSC is committed to protecting consumers and families from products that pose a fire, electrical, chemical, mechanical hazard, or can injure children. The CPSC's work to ensure the safety of consumer products – such as toys, cribs, power tools, cigarette lighters, and household chemicals – contributed significantly to the 40 percent decline in the rate of deaths and injuries associated with consumer products over the past 40 years.

In 2015 CPSC launched “Anchor It!” – a national public education campaign to prevent furniture and TV tip-overs from killing and seriously injuring children. The Anchor It! campaign includes broadcast public service announcements (PSA's), print PSA's, and an informational site ([www.AnchorIt.gov](http://www.AnchorIt.gov)). The site outlines the dangers of tip-overs and explains how easy it is to anchor furniture and TVs properly. The PSA's, which can be viewed on [AnchorIt.gov](http://AnchorIt.gov), show a hazard in the home that is unknown to most parents, yet has a simple solution.

### **2. OBJECTIVE**

The objective of this contract is to obtain the services of a Contractor to continue awareness of the Anchor It! campaign. CPSC would like a contractor to build on the Anchor It! campaign by executing a full-scale, nationwide public awareness and media campaign in order to increase awareness of tip-over hazards, promote remediation actions and prevent deaths and injuries.

### **3. DESCRIPTION OF SERVICES**

The Contractor shall, independently and not as an agent of the government, execute a comprehensive, multimedia information and education initiative, building upon the existing “Anchor It!” campaign. Services that will be performed under the contract may include, but are not necessarily limited to the following:

#### **a. CAMPAIGN MESSAGING AND PLANNING:**

The Contractor shall use creative and proven methods to increase awareness of tip-over hazards, encourage remediation actions, and prevent children from being hurt or killed.

The Contractor shall review the results of a recent consumer survey (focus groups) on current campaign messaging and propose adjustments to messaging ,

including but not limited to taglines, talking points, and website content to better appeal to targeted audiences.

The Contractor's plan shall heighten visibility among targeted populations and measure consumer and media engagement.

The Contractor shall incorporate key factors in this campaign such as earned media, media tours, and message placement in grassroots communities, such as parent-teacher organizations, libraries, community centers, faith-based organizations, childcare centers, and schools.

**b. MEDIA AND SOCIAL MEDIA:**

The Contractor shall work with the COR to promote/place multimedia campaign materials including graphics, PSA and the latest CPSC data in media stories about tip-over prevention and/or the Anchor It! campaign.

The Contractor shall conduct targeted media outreach, identify and arrange at least five (5) earned media opportunities with radio, television, and print media. The Contractor shall pitch and schedule a minimum of two (2) radio, television, and print interviews for the CPSC Chairman, Commissioners, or other key CPSC officials to participate, as agreed upon by the COR.

The Contractor shall plan for, create, and take advantage of opportunities for increasing the significance and effectiveness of the campaign. Specifically, the Contractor shall place at least three letters to the editor from key CPSC officials in newspapers covering cities and/or towns where tip-over incidents have taken place and create 500 million impressions.

The Contractor shall develop an editorial calendar for the Anchor It! Campaign with plans for inflection points throughout the year. The calendar should include themes, plans for including Anchor It! message points during annual celebrations (Mother's Day, Black Friday Shopping), blogs, social media campaigns, AnchorIt.gov updates related to the inflection points, potential partnerships, and etc.

The Contractor shall develop monthly content for social media (including Facebook, Twitter, Instagram, Pinterest, and YouTube) postings, including creative, content and timeline. CPSC will post and monitor social media. The contractor shall manage at least one (1) paid social media campaign, as agreed upon by the COR.

**c. SPECIAL EVENTS/ACTIVITIES**

The Contractor shall develop and execute one (1) media and community event that rises to the level of participation by the CPSC Chairman or Commissioners.

The event shall include a tip-over demonstration, anchoring demonstration, and/or participation by campaign partner as agreed upon by the COR.

d. PARTNERSHIPS:

The Contractor shall manage Anchor It! Advocate relations for the campaign. This shall include enlisting organizations with expertise in children's safety, and others with related interests, to join the campaign as Anchor It! Advocates, Community Leaders, and Anchors (media), so they may use Anchor It! materials and expand the messaging to target communities. The Contractor shall enlist at least ten (10) new Advocates and/or Community Leaders during the performance period. This shall include managing Advocate applications, developing Memoranda of Understanding (MOUs) based on an approved template, as well as keeping lists and web information updated, and sharing social media and other information to the wider community. For each potential Advocate who would execute an MOU with CPSC, the Contractor shall compile background information (consisting of verified factual information about the organization, their status as a non-profit or otherwise) and shall provide this information to the COR along with the MOU as executed by the potential Advocate. All such MOUs are subject to approval of the COR, after clearance of any legal or ethical issues. The Contractor's role with respect to MOUs shall be purely administrative. The Contractor is not authorized to negotiate the terms of MOUs on behalf of CPSC, and shall not add, delete from, or otherwise alter the CPSC approved MOU template in any way, without prior written approval from CPSC.

The Contractor shall prepare two (2) campaign updates (email or newsletter format) for Anchor It! partners. The updates shall highlight new partners, new and updated materials, social media, and other messaging

e. WEBSITE:

The Contractor shall suggest quarterly updates to the AnchorIt.gov website in order to ensure consistent, useful messaging and increase traffic to the site.

f. PUBLIC SERVICE ANNOUNCEMENTS (PSAs)

The Contractor shall distribute Anchor It! PSAs (print and broadcast) nationally, including print PSAs to be placed at municipal transit, shopping, or other locations simultaneously. Emphasis shall be given to target states, as agreed upon by the COR.

The Contractor shall monitor and track all airing of Anchor It! PSAs, and include statistics in the monthly report to the COR. A complete tally of media impressions shall be provided in the end-of-year report to the COR.

#### **4. CONTRACT TYPE**

This procurement is a Firm Fixed price GSA task order for a base period of one year. This is a non-personal services contract for a base year to commence on the date of award and continue for one (1) year.

#### **5. CONTRACTOR QUALIFICATIONS**

The Contractor shall meet the following minimum qualification requirements:

- a. The Contractor shall have a minimum of ten years of experience in national children's and/or public health and safety education and information campaigns.
- b. The Contractor shall have a proven track record of community engagement and engaging with targeted audiences such as African-Americans, new parents, Spanish-speaking communities, and vulnerable populations.
- c. The Contractor shall have demonstrated an ability to device and execute original and creative concepts for engaging with target audiences.
- d. The Contractor shall have a record of successful public service campaigns on consumer or public health and safety issues.
- e. The Contractor shall demonstrate their ability to report placements, impressions, and other metrics and demographics for analysis of the impact of the campaign and its reach, including social media outreach.
- f. The Contractor shall have the ability to track and measure progress and success regarding influencing target audiences, including partnering organizations.

#### **6. PERIOD OF PERFORMANCE**

The period of performance shall commence on the date of award and continue for one (1) year.

#### **7. REPORTING REQUIREMENTS**

The Contractor shall submit the following reports to the Project Officer:

- a. Project Management Plan (submitted ten (10) days after award)  
Format – the report shall be e-mailed to CPSC  
Content – the report must contain the following:
  - Specific delivery dates
  - Detailed plan of action
- b. Media Outreach, Tracking and Reporting (monthly)

- c. Media events and placements (monthly)
- d. Community Engagement and Anchor, and Anchor It! Advocate Development (monthly)
- e. Final report and evaluation on or before September 20, 2018.

## **8. DELIVERY OR PERFORMANCE**

### **Project Management Plan**

Ten (10) days after the award, the contractor shall present a Project Management Plan (PMP) to the Contracting Officer's Representative (COR). The plan will detail methodology and approach for meeting the delivery. The PMP should include any plans for using subcontractors and their names.

The plan will serve as a blue print for the campaign. It will govern performance of all requested services, and include a comprehensive narrative of the overall expected workflow and how each deliverable will be accomplished. The PMP shall include an Executive Summary, list of Key Personnel, Proposed Schedule, Quality Assurance Surveillance Plan, and Monitoring and Reporting Plans.

The plan shall start immediately after written approval of the PMP by the COR. Consistent contractor engagement will be essential from the start.

A meeting to review the PMP shall take place within 15 days of submission.

### **Delivery**

The following deliverable items shall be performed or delivered in accordance with the following schedule:

- a. The CPSC will electronically deliver to the Contractor any materials (graphics, news releases, studies, etc.) and the native files required for reproduction/distribution.
- b. The Contractor shall not release any materials for public dissemination without prior written approval by the COR.
- c. The Contractor shall designate a contractor representative to work with and respond to any CPSC concerns.
- d. During the performance of this delivery order, all technical questions and concerns shall be coordinated with the designated COR. All direction must come from the COR.



- e. Monthly Status Report - Every month during the performance period, the Contractor shall submit the report to the Government within seven calendar days after the monthly period.
- f. Final written report, to include a summary of activities and campaign reach (original and two copies), shall be submitted by the Contractor to the Government on or before September 20, 2018.

## 12. PERFORMANCE ASSESSMENT PLAN

The performance thresholds briefly describe the minimum acceptable levels of service required for each objective. The thresholds are critical to the mission success. Performance objectives for this delivery order are listed below.

Performance Objectives	Standards	Thresholds	Method of Surveillance
<b>Campaign Messaging and Planning/ Written Reports</b>	Timeliness and creativity of written work products.	Delivery deadlines are identified in the PWS.  100% excellent 90% minimum	100 percent inspection. CPSC COR shall approve in writing the proposed content and format.
<b>Special Events/ Activities</b>	Schedule and coordinate public events with media, staff schedules, facilitate resource and event activities, perform information and data gathering, documentation and report generation.	Services and products are timely, relevant, accurate, appropriate, and responsive. Ratings will be provided according to the Contractor Performance Assessment Ratings Systems (CPARS) definitions and justifications.	CPSC COR will review progress, products and results in terms of contract requirements
<b>Earned Media and PSAs</b>	Maximize earned media opportunities and PSA placements.	Result in a combined 500 million impressions.	Pass or Fail
<b>Social Media</b>	Develop engaging content for CPSC social media platforms.	Posts should result in engagement: shares, likes and comments	CPSC COR will review progress, products and results in terms of contract requirements.
<b>Partnerships</b>	Maintain and build partnerships	Engage with current partners and increase total	Pass or Fail

		number of partners by at least 10.	
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### 13. INSPECTION AND ACCEPTANCE OF DELIVERABLE

- a. The CPSC will review all materials submitted for approval within ten (10) working days after the date of receipt unless otherwise indicated in each individual task order. When changes are required, as a result of the COR review of materials submitted, the COR will stipulate in the change request when revisions shall be completed. The COR will submit approvals and change requests via email to the Contractor's representative.
- b. The CPSC will accept/reject materials based on conformance with the performance work statement. Any corrections or adjustments necessitated by the Contractor's failure to comply with the performance work statement shall be made at no additional cost to the Government.

### 14. LOCAL CLAUSES

#### LC1A CONTRACTOR'S NOTE

Deliveries and/or shipments shall not be left at the Loading Dock. **All deliveries shall be considered "inside deliveries"** to the appropriate room at the Consumer Product Safety Commission (CPSC) and in accordance with the instructions below. When scheduling deliveries the purchase order number shall always be referenced and all packages shall clearly display the Purchase Order Number on the outside of the cartons and/or packages, to include the packing slip.

#### ATTENTION GOVERNMENT VENDOR

##### A. DELIVERY INSTRUCTIONS:

##### 1. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

If the shipment or item being delivered requires use of a loading dock, advance notification is required. The contractor shall contact the Shipping and Receiving Coordinator at 301-892-0586 or Constantia Demas (301) 504-7544 forty-eight (48) hours in advance of the date the items are to arrive to schedule use of the loading dock.

##### LOADING DOCK HOURS OF OPERATION:

9:00 am to 11:00 am or 1:30 pm to 4:00 pm  
Monday through Friday (except holidays)

Please notify contact person if there is a change in the delivery date. For changes, delays, or assistance please contact CPSC as follows:

Facilities Management Support Services (301) 504-7091 and

The COR – Kim Dulic / 301-504-7058 / [kdulic@cpc.gov](mailto:kdulic@cpc.gov)

Upon arrival, the driver should contact the CPSC Guard, 301-504-7721, at the loading dock to obtain assistance in using freight elevators and to gain access to CPSC security areas.

## 2. DELIVERY INSTRUCTION FOR SMALL ITEMS

When delivering or shipping small items, the contractor and/or carrier service shall report to the 4th floor lobby, North Tower, 4330 East West Highway, to sign in with the CPSC guard. Upon completion of signing in, the contractor shall deliver all shipments to the Mail Room, Room 410. After delivery, delivery personnel shall promptly depart the building.

### MAIL ROOM HOURS OF OPERATION:

Monday through Friday (except holidays) – 7:30 am to 5:00 pm

## B. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. **Do NOT** include Taxpayer Identification Number (TIN) on invoices sent via e-mail.
3. Invoice date.
4. Invoice number.
5. For Contracts on Form OF347 - The contract or purchase order number on the Form OF347 shall include the purchase order number indicated in blocks #2 and #3.

6. For Contract on Form SF1449 - The contract or purchase order number on the Form SF1449 shall include the purchase order number and /or Task number indicated in blocks #2 and #4. For Example: CPSC-D-17-0012/0003

7. Description, price and quantity of goods or services actually delivered or rendered.

8. Shipping cost terms (if applicable).

9. Payment terms.

10. Other substantiating documentation or information as specified in the contract or purchase order.

11. Name, title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

PREFERRED: Via email to:

9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov

OR

**U.S. Mail**

Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160  
PO Box 25710  
Oklahoma City, Ok. 73125

**FEDEX**

Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160  
6500 S. MacArthur Blvd.  
Oklahoma City, Ok. 73169

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

Inquiries regarding payment should be directed to the Enterprise Service Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, 9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov.

### C. PAYMENT

Payment will be made as close as possible to, but not later than, the 30<sup>th</sup> day after receipt of a proper invoice as defined in "Billing Instructions," except as follows:

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to [9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov](mailto:9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov) or at the U.S. Mail and Fedex addresses listed above:

Complaints related to the late payment of an invoice should be directed to Ricky Woods at the same the same address (above) or 405-954-5351.

Customer Service inquiries may be directed to Adriane Clark at [AClark@cpsc.gov](mailto:AClark@cpsc.gov).

### D. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within seven (7) working days after the date of receipt. The CPSC representative responsible for inspecting the materials/services will transmit disapproval, if appropriate, to the contractor and the contract specialist listed below. If other inspection information is provided in the Statement of Work or Description, it is controlling.

### E. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Sheryl Johnson (301) 504-7245 or [sjohnson@cpsc.gov](mailto:sjohnson@cpsc.gov)

### F. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

The Purchase Order/Receiving Report (Optional Form 347 or Standard Form 1449) must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item should be inspected, accepted (partial or final) or rejected. The Purchase Order/Receiving Report must be appropriately completed, signed and dated by the authorized receiving official. In addition, the acceptance block shall be completed (Blocks 32 a, b & c on the SF 1449 and column G and page 2 of the OF 347). The receiving report shall be retained by the requesting office for confirmation when certifying invoices.

### G. PROPERTY/EQUIPMENT PURCHASES

In the case of Purchase Orders/Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Purchase Order/Receiving Report must also be immediately forwarded directly to the Property Management Officer (Constantia Demas) in the Facilities Management Support Services Branch (Room 425). The transmittal of

Purchase Orders/Receiving Reports to the property management officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

### **LC 9 Key Personnel**

a. The following individuals, listed by name and title, have been identified as key personnel for performance under this contract:

Ronne Ostby, Project Executive I  
Elizabeth Goodman, Public Relations Specialist III

b. The personnel specified above and/or in the schedule of the contract are considered to be essential to the work being performed hereunder. If these individuals are unavailable for assignment for work under the contract, or it is anticipated that their level of involvement will be significantly different from the negotiated level, the Contractor shall immediately notify the Contracting Officer and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The Contracting Officer shall review, and may ratify in writing, such substitutions. Prior to substitution of key personnel, the Contractor shall obtain the written consent of the Contracting Officer.

### **LC 21A Disclosure of Information - Limits on Publication**

a. The Contractor shall submit to the Commission any report, manuscript or other document containing the results of work performed under this contract, before such document is published or otherwise disclosed to the public, to assure compliance with Section 6(b) of the Consumer Product Safety Act (15 U.S.C. Section 2055(b)), Commission regulations (16 C.F.R. Part 1101), and a Commission directive (Order 1450.2). These provisions restrict disclosure by Commission Contractors of information that (1) permits the public to identify particular consumer products or (2) reflects on the safety of a class of consumer products. Prior submission allows the Commission staff to review the Contractor's information and comply with the applicable restrictions. CPSC should be advised of the Contractor's desire to submit or publish an abstract or a report as soon as practical.

b. Any publication of, or publicity pertaining to, the Contractor's document shall include the following statement: "This project has been funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-f-17-0095. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission.

### **LC 31 Restrictions on Use of Information**

a. If the Contractor, in the performance of this contract, obtains access to information such as CPSC plans, reports, studies, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or personal identifying information which has not been released or otherwise made public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) release or disclose such information, (b) discuss or use such information for any private purpose, (c) share this information with any other party, or (d) submit an unsolicited proposal based on such information. These restrictions will remain in place unless such information is made available to the public by the Government.

b. In addition, the Contractor agrees that to the extent it collects data on behalf of CPSC, or is given access to, proprietary data, data protected by the Privacy Act of 1974, or other confidential or privileged technical, business, financial, or personal identifying information during performance of this contract, that it shall not disclose such data. The Contractor shall keep the information secure, protect such data to prevent loss or dissemination, and treat such information in accordance with any restrictions imposed on such information.

### **LC 32 Standards of Conduct**

1. Government contractors must conduct themselves with the highest degree of integrity and honesty. Contractors shall have standards of conduct and internal control systems that:

- a. Are suitable to the size of the company and the extent of their involvement in Government contracting,
- b. Promote such standards,
- c. Facilitate timely discovery and disclosure of improper conduct in connection with Government contracts, and
- d. Ensure corrective measures are promptly instituted and carried out.

2. By submitting a proposal in response to this solicitation and under award of any resultant contract, the Contractor agrees to employ standards of conduct and internal control systems, which shall include, but are not necessarily limited to the following. The contractor shall provide, for all employees:

- a. A written code of business ethics and conduct and an ethics training program
- b. Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with standards of conduct and the special requirements of Government contracting;

- c. A mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
- d. Internal and/or external audits, as appropriate;
- e. Disciplinary action for improper conduct;
- f. Timely reporting to appropriate Government officials of any suspected or possible violation of law in connection with Government contracts or any other irregularities in connection with such contracts; and
- g. Full cooperation with any Government agencies responsible for either investigation or corrective actions.
- h. A copy of the written code of ethics and information regarding the above shall be made available to the Government upon request.

#### **FAR CLAUSES**

##### **52.217-8 -- Option to Extend Services. (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of Clause)



## **CPSC Contracting Officer's Representative (COR) Designation Letter**

COR Name: CPSC-F-17-0095

CPSC Contract No.: Kim Dulic

### **A. DESIGNATION OF COR**

As a Contracting Officer (CO), I am responsible for ensuring and safeguarding the interests of the United States in its contractual relationships pursuant to the Federal Acquisition Regulation (FAR, 48 CFR Chapter 1) and agency policies. To assist in fulfilling these responsibilities, I hereby designate you as the Contracting Officer's Representative (COR) for this contract. You are in a unique position to monitor how well the contractor is progressing towards achieving the contract's purpose and will be responsible for being the technical liaison between the contractor and the Contracting Officer, which is critical to ensuring good contract performance.

As COR, your first responsibility is to read the entire contract and thoroughly acquaint yourself with the requirements it places on the contractor, the CO, and the COR. You should also periodically review the contract to maintain your familiarity with its terms and conditions.

This letter confirms that you are a government employee and are certified as a COR in accordance with the current Office of Management Budget memorandum on the Federal Acquisition Certification for Contracting Officer's Representatives (FAC-COR) guidance. As the COR you shall maintain the appropriate certification level as described in CPSC Directive No. 1521.1. This designation is not redelegable. As the designated COR, you may be personally liable for unauthorized acts. This designation is valid throughout the contract period cited in the contract.

### **B. COR LIMITATIONS**

As the COR, you have no authority to make any commitments or changes that affect price, quality, quantity, delivery or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions. Only a CO has the authority to take such actions. You may be held personally liable, and may be subject to disciplinary action, for unauthorized actions, particularly if the action is determined to be a violation of the

Anti-Deficiency Act. You may only take actions that are within the authority provided in this letter of designation.

### C. COR DUTIES AND RESPONSIBILITIES

You are designated and authorized to perform specific technical and administrative functions under this contract. As CO, I hereby delegate to you the following duties and responsibilities that are otherwise my responsibility:

1. Develop the contract specifications and/or performance work statement in such a manner as to promote competitive procurement actions.
2. Coordinate with the program office to ensure that technical requirements are incorporated into the resulting contract specifications and/or performance work statement.
3. Identify measurable performance objectives.
4. Identify potential contractors.
5. Perform technical evaluations as required.
6. Arrange for any required government-furnished equipment or facilities.
7. Ensure that the contractor has any necessary clearances to access the facility and data required by the contract.
8. Monitor and document contractor technical performance to assure that the contract terms and conditions are fully met and within the scope of the contract.
9. Inform the Contracting Officer when a contractor has not met contract requirements and coordinate with the Contracting Officer on any required corrective action.
10. Assist the Contracting Officer in the resolution of technical problems encountered during performance.
11. Submit performance reports in accordance with the Contractor Performance Assessment Reporting System (CPARS) requirements and agency policy.
12. Ensure that any requested changes to the resulting contract are formally effected by a written modification issued by the Contracting Officer before the contractor proceeds with the changes.
13. Perform inspection, acceptance or rejection of all deliverables in accordance with the terms of the contract.
14. Review and approve or disapprove the contractor requests for payment (invoice) to ensure that the invoice accurately reflects the service completed or product received in accordance with the requirements of the contract.
15. Maintain a contract working file that includes this designation letter, a copy of the contract award, modifications, correspondence, records of inspection, performance meetings, invoices and other documents describing the COR's duties,

responsibilities and actions taken in accordance with this delegation of authority.  
This file is subject to review by the Contracting Officer.

**D. STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST**

As the COR you are responsible for protecting the U.S. Government's interests, while supporting its reputation for fair and equal dealings with all partners, including contractors. Therefore, if you have any direct or indirect financial interests that may place you in a position where there is a conflict between your private interests and the public interest of the United States, you must immediately inform your supervisor, the Contracting Officer and the Office of General Counsel.

**E. CONTRACTING OFFICER SIGNATURE:**

  
Contracting Officer

9-29-2017  
Date

**F. CONTRACTING OFFICER'S REPRESENTATIVE ACKNOWLEDGMENT:**

I hereby accept this appointment and acknowledge my Duties and Responsibilities as COR.

  
Contracting Officer's Representative

9/29/17  
Date